



**STATE OF MISSOURI  
DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION  
REQUEST FOR PROPOSAL**

**Attachment 1**

**RFP NO. SAC0203-A**

**CONTACT PERSON: Jay Acock  
PHONE NUMBER: (573) 522-6727**

**TITLE: School Age Care/Afterschool Program Grant (Federal, CCDF program)  
ISSUE DATE: September 13, 2002**

**RETURN PROPOSAL NO LATER THAN: 4 PM, Friday, October 4, 2002**

**MAILING INSTRUCTIONS:** Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package.

<b>RETURN PROPOSAL TO:</b>  <b>Director, Community Education, SAC/A DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION PO BOX 480, 205 Jefferson St. 5<sup>th</sup> Floor JEFFERSON CITY MO 65102-0480</b>
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**CONTRACT PERIOD:            Date of Award – June 30, 2003**

The applicant hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal. The applicant further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The applicant further agrees that upon receipt of an authorized purchase order from DESE or when this RFP is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the applicant and DESE.

**SIGNATURE REQUIRED**

AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	
COMPANY/DISTRICT NAME			
DISTRICT COUNTY CODE		BUILDING NUMBER	
		SITE NAME	
MAILING ADDRESS			
CITY, STATE, ZIP			
VENDOR NO. (IF KNOWN)		FEDERAL EMPLOYER ID NO.	
PHONE NO.		FAX NO.	
		E-MAIL ADDRESS	

**NOTICE OF AWARD (STATE USE ONLY)**

ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:	
TITLE	DATE
<b>Total Amount Awarded:</b>	

## **1. INTRODUCTION AND GENERAL INFORMATION**

### **1.1 Introduction:**

#### **GOAL:**

To increase School Age Care/Afterschool program availability and quality in public schools in order to provide a safe environment that meets the individual, developmental, social, leisure and academic needs of children ages 5 to 14.

#### **RATIONALE:**

Research indicates, a safe, well supervised, and enriching school age care/afterschool environment can greatly enhance the social, emotional, cognitive, and physical development of children. School Age Care/Afterschool can also reduce the negative effects many children experience from being in self-care (i.e. negative peer pressure, loneliness, boredom, fear, accidents, diminished school performance).

1.1.1 This document constitutes a request for competitive, sealed proposals for School Age Care/Afterschool Program.

1.1.2 Organization - This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Introduction and General Information
- 2) Contractual Requirements
- 3) Proposal Submission Information
- 4) Pricing Page
- 5) Exhibits/Attachments as required
- 6) Terms and Conditions

### **1.2 Pre-Proposal Conference:**

1.2.1 A pre-proposal conference regarding this Request for Proposal will be held on Wednesday, September 18, 2002, 1:00 PM to 3:30 PM at the Capitol Plaza Hotel & Convention Center, 415 W. McCarty Street, Jefferson City, Missouri 65101, Telephone #: 635-1234.

1.2.2 All potential applicants are encouraged to attend this conference in order to ask questions and provide comments on the RFP. Attendance **is not required** in order to submit a response; however, applicants are encouraged to attend since information relating to this RFP will be discussed in detail. Applicants should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.

1.2.3 Applicants are strongly encouraged to advise DESE within five (5) working days of the scheduled pre-proposal conference of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.

### **1.3 Background Information:**

1.3.1 School Age Care/Afterschool Program Background Information

School Age Care/Afterschool (SAC/A) is a major issue for public education in the state of Missouri. The Department of Elementary and Secondary Education has cooperatively worked with other institutions, organizations and agencies to assist the public school system with their efforts.

The purpose of this document is to announce the availability of funds to provide a quality School Age Care/Afterschool Program; to solicit applications for these funds; and to provide the procedures and requirements for applicants.

Funds must be used to supplement, not supplant, other funding. These funds may not be used to provide a service or activity previously funded with other federal, state or local funds. Rather, these funds are to be used to implement a new program or to improve an existing program.

School districts interested in applying for funding, must submit **ALL REQUIRED INFORMATION** for their request to be considered. Questions regarding the process for requesting funds may be directed to the Department of Elementary and Secondary Education.

#### Child Care Development Fund Grant

The CCDF is subject to the requirements of section 418 of Title IV-A of the Social Security Act as amended by Title VI of the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) of 1996, P.L. 104-193, effective October 1, 1996.

#### Extended Day Child Care Program Grant

***For the 2002-2003 school year, ALL Extended Day Child Care Program funds were cut and therefore are unavailable.***

The Department of Elementary and Secondary Education will administer a portion of these various funds to support:

- Grants for the purpose of establishing School Age Care/Afterschool services within the school setting;
- Provide technical assistance and consultation and training for programs;
- Assist the Missouri Accreditation Center and the National School Age Care Alliance Accreditation with public school programs; and
- Gather and distribute information on existing programs in school settings.

Programs should be conducted on school facilities. In the event that a *not-for-profit* entity administers the School Age Care/Afterschool program for the public institution, an authorized representative from such an entity must sign the application **in addition** to the superintendent or authorized representative of the public education institution. In those cases where a *not-for-profit* entity administers the program, there must be a signed statement of understanding/agreement. Programs located elsewhere will be considered only if school facilities are not available. In such cases, consideration will be given to community centers in lieu of public school facilities. Community Center means any facility operated by public or nonprofit community-based organizations for the provision of recreational, social or educational services to the general public. Any site selected must be accessible for children with disabilities.

For purposes of these guidelines, School Age Care/Afterschool Programs are those school-based programs offering care to all children, including children with disabilities, from school entry to age 13. School Age Care/Afterschool Programs can be provided before and/or after the period children enrolled in school are typically in session. School Age Care/Afterschool Programs may also meet the needs of working parent(s) during non-school days.

Applications for these grants must be identified as one of the following:

New Services: Implementing a new program within a school site (building) where **no such service is presently being operated**. The program must be new to the district or new to the school site.

Existing Services: Improving and/or expanding an existing program to serve more children than are presently being served or to improve the quality of school age care provided.

**NOTE:** From this point on, the term “**Public School District**” will be used for all Public Education Institutions.

- 1.3.2 Although an attempt has been made to provide accurate and up-to-date information, DESE does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this RFP.

## 2. CONTRACTUAL REQUIREMENTS

### 2.1 General Requirements:

#### ELIGIBLE ENTITIES:

A Public School District Superintendent or Applicable Community/State College Official—All applications must be signed by the Superintendent or College Official to be eligible for a school age care grant either for an existing program or for a new School Age Care/Afterschool program. Only applications submitted by public education institutions will be considered for grant awards. Public education institutions may submit an application for a School Age Care/Afterschool program administered by a not-for-profit entity that is utilizing school facilities, such as the YMCA, YWCA, 4-H Youth Development, PTA, or other not-for-profit entities.

- 2.1.1 The Public School District shall develop and implement School Age Care/Afterschool Programs that take into consideration the following PROGRAM CONSIDERATIONS:

#### A. Program Content

A School Age Care/Afterschool program should provide a daily schedule that is flexible and varied, including a large number of age-appropriate activities based on the interests of school age children. A variety of activities from which children can select should be available at all times. A warm, supportive atmosphere, more home-like than school-like, should be provided. Content should include: social and recreational activities; developmentally and age appropriate activities for small group and individual activities; vigorous playtime interspersed with quiet activities; opportunities to read and to be read to; special events; field trips; choices of art, music, science, drama, movement, and cooking; opportunities to experiment and explore; and study time/tutoring, if age-appropriate and needed. **The use of television is discouraged as an option to children.** Programs **will** offer nutritious snacks and/or meals, depending on schedules.

#### B. Program Operation

For School Age Care/Afterschool Programs, the hours and days of operation should be reflective and accommodating to the families participating in the program, especially parents working outside the home, i.e. 7:00 a.m. to 6:00 p.m. as well as, Monday through Friday; year round including summer months, breaks and holidays (except legal holidays); inclement weather; teacher conferences; etc.

#### C. Staff Qualifications

Training and experience of the school age care/afterschool program administrator should include school age care, child development, recreation, elementary education or other child-related fields. This person needs appropriate training because he/she is responsible for developing, directing and supervising the complete school age care/afterschool program.

Staff working with children should have education and/or training in school age care, child development, recreation, elementary education or other child-related fields. **No person shall be employed who has been convicted of a crime against children.** All programs are required to meet state laws regarding screening of school age childcare providers. All providers must be adults (age 18 or older). All adults working with children should be trained in appropriate first aid and emergency procedures.

#### D. Adult/Child Ratios

There should be appropriate staff/child ratios at all times in the program. Consideration should be given to the ages of the children being served. If children with disabilities are included in the program, and require additional supervision or assistance, that district may need to alter the student/staff ratios. Special

staffing arrangements may only be necessary during specific activities. The following chart should be used in determining the maximum optimal adult/child ratio:

<u>Age</u>	<u>Minimum Staff per Children</u>
5 - 13 years	1:16

E. Supervision

Children must be under competent supervision at all times. **The program director and/or appropriate designee should be immediately available at all times.**

F. Records

Records must be maintained **on-site** (not the school's office or nurse's office) including: name, address, gender, and date of birth for each enrolled child; parent's or guardian's names, addresses and places at which parents or other person(s) responsible for the child can be reached in case of emergency; a daily attendance record; immunization records and pertinent medical information and emergency medical treatment plan for each child.

No child shall be released from the program to any person other than the parent, guardian, lawful custodian, or person previously designated in writing.

G. Facility

School Age Care/Afterschool programs must provide access of 35 square feet of indoor and outdoor usable space per child. Usable space must consist of both primary and auxiliary-space. The following areas can be included as auxiliary space: gym, media centers, multipurpose rooms, libraries, industrial arts rooms, arts and crafts rooms, kitchens, community center, activity rooms and cafeterias. Park areas within walking distance of no more than one-quarter mile from the program site can be considered outdoor play space for SAC children. Any facility selected must be accessible for children with disabilities. The site must also adhere to **all** of the requirements set forth in the Americans with Disabilities Act.

## 2.2 Activity Plan Development Requirements:

### 2.2.1

#### **FUNDING**

Funding for a School Age Care/Afterschool (SAC/A) grant is limited to one full award per funding source, per funding year, per School Age Care/Afterschool site/school building.

Districts seeking funding for more than one site must submit **separate and individualized** applications for **each** site/building as required by this document. If a district is seeking a district wide grant such as an enhancement grant to provide training for all SAC/A staff in the district, then a single RFP may be filled out. However, the RFP must indicate that the funding is an enhancement district grant and not a site start up grant and not exceed the application maximum of \$20,000.00 per funding source.

**With the start of this RFP process, any site that receives a grant may apply for renewal for up to four consecutive years. Grants may be renewed pending availability of funds AND the successful completion of all deliverables AND upon submission of complete and accurate end of year required reports. Since the purpose of these funds is to (1) Start up new programs and (2) to Expand and/or Enhance existing programs, at the end of the five-year period, a District may not reapply for that same site.**

**In an effort to build long-term sustainable programs, sites must show that by the end of the 5<sup>th</sup> year of renewal, they will be able to sustain the program. Sites are encouraged to look at long-term**

public/private partnerships, sliding fee scales and the incorporation of the SAC/A program into the annual school district budget.

## **ALLOWABLE COSTS\***

Allowable costs include:

### Equipment

Equipment is distinguishable from supplies in that items have a useful life of at least one year and are more feasibly repaired than replaced.

Equipment to be purchased from these funds is limited to items for the direct service component of the program (e.g., microscopes for students) rather than equipment for the administration of the program (e.g., a typewriter for a secretary, laminating machine, etc.). **Programs located in school buildings are expected to have access to equipment ordinarily available in schools: student desks, chairs, tables, audiovisual equipment, playground and activity equipment, computer and science labs, media centers, etc.**

Allowable costs may include purchasing, or temporary leasing of equipment needed to implement the project, which is not available in the school.

All equipment and furniture purchased with this grant must be listed on an inventory form so that the Department can validate its use for School Age Care/Afterschool programs.

### Materials and Supplies

Materials and supplies to be purchased from these funds are limited to items which are either consumed in use, have a useful life of less than one year and are more feasibly replaced than repaired.

Materials and supplies are allowable if needed to implement the project so that programs can begin with a variety of materials for the daily program of activities (e.g., board games, art supplies, books).

### Purchased Services

Allowable purchased services include: personnel services\* rendered by persons not employed by applicant, their travel and related expenses, all other contracted services included, travel by employees, and fees up to \$300.00 for accreditation and school age childcare licensing.

*\*Time and Effort Logs must be kept on personnel receiving stipends or salaries. The authorized representative of the funded organization must sign this log. Logs should reflect the dates, length of time, and actual hours worked. The person performing the duties and the authorized representative of the funded district should sign it.*

### Professional Development Costs

***Payments of stipends will be allowed if necessary to carry out the professional development objectives (e.g., payment for substitutes, payment of registration costs, payment of stipends to teachers for attendance).***

### Travel and Transportation

The cost of travel related to School Age Care/Afterschool is allowable for program personnel on trips related to the project. This cost must be justified in the proposal. Transportation for students in a program for field trips or program trips may be included on this application. Consideration should also be given to the specialized transportation needs of students with disabilities.

### Salaries and Benefits

Funding can be used in this category to increase the availability and/or quality of childcare.

*However, this is not considered a priority area with these grants. Districts must demonstrate that other*

*funding areas (e.g., materials and supplies, equipment, and professional development needs) have been adequately met.* Appropriate planning expenses include activities preliminary to serving children such as: surveying the community for school age childcare needs, planning and organizing facilities, planning curriculum and activities, hiring staff, training staff, publicizing the program and recruiting children.

**\*NOTE: If a district receives grant funding and determines their need for specific items or areas have changed; then, they must complete a Budget Amendment form and have it approved by the appropriate office *prior* to purchasing any new items.**

Funding may not be used for:

Funding of existing expenditures. Grant award cannot supplant existent funding or expenditures and must be used only to increase or enhance programs;

Purchase of or improvement of land or property, except for minor remodeling;

Construction or permanent improvements, which exceed \$10,000.00;

Rent of building or facility;

Student and/or child tuition fees;

**Matching funds for other state or federal grants.**

## **FACILITIES**

Any school age care/afterschool facility must be accessible for children with disabilities. School Age Care/Afterschool programs must provide access of 35 square feet of indoor and outdoor usable space per child. Usable space must consist of both primary and auxiliary-space. The following areas can be included as auxiliary space: gym, media centers, multipurpose rooms, libraries, industrial arts rooms, arts and crafts rooms, kitchens, community center, activity rooms and cafeterias. Park areas within walking distance of no more than one-quarter mile from the program site can be considered outdoor play space for SAC children. Any facility selected must be accessible for children with disabilities. The site must also adhere to **all** of the requirements set forth in the Americans with Disabilities Act.

## **STAFF TRAINING**

Staff in School Age Care/Afterschool programs approved for funding must complete a minimum of eight (8) hours of mandatory school age care training. These training costs can be budgeted in the grant application. **This does NOT include the required 4 hours of CPR and First Aid Training.**

In addition to the aforementioned Health and Safety requirements, program staff must provide:

- Copies of CPR and First Aid Training/Certification of all permanent staff upon request.
- Posted copies of meal and snack menus which must meet USDA guidelines.
- Posted evidence of **Monthly** fire and/or tornado drills.
- Evidence of **Monthly** activities and/or speakers related to Health & Safety issues for children and/or families upon request.
- Evidence that all permanent SAC/A staff attended their Regional SAC/A Conference, the state (MOSAC<sup>2</sup>) Conference, or MAACCE Conference upon request.

## **SCHOOL AGE ACCREDITATION**

School Age Care/Afterschool programs awarded a grant **MUST** work toward and become accredited through one of the two sanctioned School Age Care Accreditation Organizations. For the 2002-2003 grant cycle, we are again, opening up the accreditation options for grantees. A grantee must still work toward and eventually receive accreditation. DESE is accepting the following two organizations' accreditation: Missouri Accreditation (MOA) **OR** the National School Age Care Alliance (NSACA) Accreditation.

Programs that receive a grant, yet do not submit the appropriate information for School Age Accreditation by the appropriate deadline **will be in jeopardy of not receiving final grant payments or renewal funding**. The Department will have access to accreditation information to track a program's progress in the accreditation process.

Should a grantee not complete all the requirements for accreditation within the time frames listed by their chosen accreditation organization, then that program will be in jeopardy of not being eligible for future funding.

The goal of this procedure is: to insure quality child care programs use standards and procedures outlined by Missouri Accreditation and/or NSACA Accreditation and adopted by the Missouri State Board of Education. Grant applicants **MUST** indicate which school age accreditation they are seeking. If they are currently accredited by either organization, they must so indicate on the application form.

Fees vary for the two accrediting bodies. The Department has negotiated a tracking agreement with the Missouri Accreditation. This tracking fee is \$300.00 per site, per year for a minimum of three years, whether or not a site receives a renewal award. This fee is automatically calculated into your budget section for this grant. If you are choosing NSACA as your accreditation body, then that \$300.00 dollars may be put toward your national accreditation fees, as we have no tracking agreement in place with NSACA.

#### MISSOURI ACCREDITATION (MOA):

For those sites who choose MOA as their accreditation body, you will be contacted directly by MOA upon the awarding of the grant by the Department. This notification will establish your relationship with MOA and will assign you to a MOA Program Specialist for the three-year rotation of your grant tracking. They will also assign you a date, time and place for a **MANDATORY** orientation/training to go over the three-year process and to give you timelines, requirements and to answer any questions you may have. This notice will also include a request for payment, which you must make directly to Missouri Accreditation.

If a site is not able to attend their mandatory orientation and a substitution meeting cannot be arranged, then that program will have to forfeit their grant. Should a site miss any deadlines, etc, MOA will notify you that the accreditation process has been terminated. Notification will also be sent to DESE. In order to be reinstated and not lose funding, a site must contact the Department at (573) 526-3961 and speak with the Supervisor of the School Age Care/After school program. Following this discussion, the supervisor may or may not grant a re-instatement.

If a reinstatement is awarded, the Supervisor will send a letter to MOA and MOA will then contact the site and give them a new timeline to meet any missing requirements. Should a site not meet this new deadline, they will not receive their final funding and will not be eligible to apply for the subsequent year renewals.

#### NATIONAL SCHOOL AGE CARE ALLIANCE ACCREDITATION (NSACA):

<http://www.nsaca.org/accreditation.htm>

If a grant recipient site chooses NSACA as their accrediting body, then the \$300.00 may be used as part of the fees paid to NSACA for the accreditation process. At this time, we do not have a formal tracking agreement with NSACA but we will be contacting them at the end of the grant period to see where the grant recipient site is in the accreditation process. The contact information for NSACA is: Accreditation Coordinator, NSACA, 1137 Washington St., Boston, MA 02124. Phone #: 617-298-5012.

NSACA's Program Improvement and Accreditation System is called ARQ: Advancing and Recognizing Quality. This is the National School-Age Care Alliance's (NSACA) program improvement and accreditation system. The ARQ is a three-step process by which an out of school time program can improve quality and apply for accreditation.

**Step 1**

Purchase the NSACA Standards of Quality School-Age Care.

**Step 2**

Purchase the Self-Study and Accreditation Kit ARQ: Advancing and Recognizing Quality.

**Step 3**

Apply for NSACA accreditation and pay an endorsement visit fee.

Application deadlines are: September 15, December 15, March 15, and June 15 of each year

## DEFINITIONS

(1) School Age Care/Afterschool Programs: School Age Care/Afterschool (SAC/A) Programs administered by a public school district or sub-contracted with a not-for-profit agency in a school building that serve children from school entry to age 13.

(2) Licensed School Age Care/Afterschool Programs: A School Age Care/Afterschool program that is licensed by the state of Missouri through the Department of Health, School Age Care Licensing Unit. Programs that are licensed **must** submit a copy of the license.

(3) Site: A site must be a school building (elementary, middle or senior high) and owned by the school district. It **cannot** be: a rented building or facility, a trailer or temporary classroom, or a facility that does not meet the health and safety guidelines for a School Age Care/Afterschool Program.

(4) Low Income Child: A child 13 years of age or under whose family income does not exceed 55% of the state median income as follows:

<u>Size of Family</u>	<u>Maximum Income Limit</u>
One-person family	\$11,004.00
Two-person family	\$14,338.00
Three-person family	\$17,784.00
Four-person family	\$21,168.00
Five-person family	\$24,552.00

(5) Special Needs Child: A special needs child is a child under the age of 18, or under the age of 19 if still in high school, who has one or more of the following conditions:

- Requires special educational services in order to develop to maximum capacity because of a mental, physical, emotional or learning problem;
- A physical or mental incapacity as certified by a physician;
- Parent with a physical or mental incapacity making school age childcare necessary;
- Receives foster care through the Department of Social Services;
- Court ordered supervision;
- Eligible for and receives services from the Department of Mental Health; or
- Receives Supplemental Security Income (SSI).

(6) Local Match (dollar-for-dollar) {For EDCCP portion of application only}: For every \$1.00 requested from the state grant, the district must also provide \$1.00 worth of assistance (does not have to be cash). This district match

is limited to purchased services, materials, supplies, and equipment and can be in the form of cash, products or services. This match must be readily auditable by using realistic invoices, bills, and/or in-kind contributions that document the value of services or items.

- 2.2.2 The Public School District shall agree and understand that the state agency shall have complete and total approval authority of the Public School District's activity plan or any part thereof and shall have the expressed right to modify, change, or delete all or any part of the plan at any time.
- 2.2.3 The Public School District may be required to develop and submit a new or revised activity plan at other times throughout the contract period as well as for each renewal period, if the contract is renewed for additional periods. The Public School District shall prepare and submit all such future activity plans within a timeframe stipulated by the state agency.

### **2.3 Activity Plan Implementation Requirements:**

- 2.3.1 In accordance with the detailed activity plan developed per the above and approved by the state agency, the Public School District shall implement and satisfy all requirements of the detailed activity plan. The Public School District shall perform those requirements assigned to the Public School District and shall oversee and manage all other requirements of the activity plan to insure that all requirements of the plan as approved by the state agency are performed and accomplished. Only those activities specifically approved in the plan shall be performed, including, but not necessarily limited to, the activities listed below.

A School Age Care/Afterschool program should provide a daily schedule that is flexible and varied, including a large number of age-appropriate activities based on the interests of school age children. A variety of activities from which children can select should be available at all times. A warm, supportive atmosphere, more home-like than school-like, should be provided. Content should include: social and recreational activities; developmentally and age appropriate activities for small group and individual activities; vigorous playtime interspersed with quiet activities; opportunities to read and to be read to; opportunities for homework and tutorial assistance as needed and recommended; special events; field trips; choices of art, music, science, drama, movement, and cooking; opportunities to experiment and explore; and study time/tutoring, if age-appropriate and needed. **The use of television is discouraged as an option to children.** Programs **will** offer nutritious snacks and/or meals, depending on schedules.

- 2.3.2 Unless otherwise specified herein, the Public School District shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.
- 2.3.3 Deliverables:
  - Budget Amendment form, if required;
  - First payment of two-thirds (2/3) of the approved grant will be paid via on-line payment method in the next available on-line ACH payment cycle. Final one-third (1/3) payment will be paid via on-line payment method upon receiving The Final Expenditure Report form demonstrating entire grant award has been expended.
  - Final Program Report form due by May 15, 2003;
  - Final Expenditure Report form due May 15, 2003; otherwise, all remaining funds will be allocated to other school districts and grant will not be eligible for renewal for years two - five.
  - Any other materials required by grant guidelines.
  - Renewal Request Form due no later than May 15 of each year applicant is eligible for renewal (not to exceed a period of 5 years from date of initial award.)

- 2.4 **Reporting Requirements:** The Public School District shall submit the reports identified hereinafter to the state agency for review and approval. For each type of report, the Public School District must obtain the prior written approval of the state agency on the format and design of the report prior to its first submission.

## 2.5 Financial Requirements:

- 2.5.1 The Public School District must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by the state. These records must be made available at all reasonable times to the State agency and/or its designees during the contract period and any renewal period, and for five (5) years from the date of final payment on the contract or contract renewal period.
- 2.5.2 The Public School District shall permit governmental auditors and authorized representatives of the State to have access for the purpose of audit or examination of any of the books, documents, papers, and records of the Public School District's recording receipts and disbursements of any of the funds made available to the Public School District under the contract at any reasonable time. The Public School District further agrees that any audit exception noted by governmental auditors shall not be paid by the state agency and shall be the sole responsibility of the Public School District, provided that it may contest any such exception by any legal procedure it deems appropriate and that the state agency will pay the Public School District all amounts which may ultimately be held entitled to receive as a result of any such legal action.
- 2.5.3 The Public School District shall agree and understand that the State of Missouri **does not make advanced payments to the Public School District** for any services performed or goods purchased or provided.
- a. The Public School District shall agree and understand that any amount funded per the contract is subject to appropriations made by the General Assembly and signed into law by the Governor. In addition, the total budget amount described herein is also subject to reduction by executive order and or by administrative policy of the state agency when deemed in the best interest of the state. Therefore, DESE does not guarantee that any amount of funds will be spent in accordance with the contract.

## 2.6 Invoicing and Payment Requirements:

*It is understood and agreed upon that in the event funds from state or federal sources are not obtained by the Department and continued at an aggregate level sufficient to allow for purchased services needed, the obligations of the Department shall be terminated immediately upon written notification.*

School districts will be notified by letter of approval or disapproval of their request for funds after November 30, 2002.

Two-thirds (2/3) of the approved grant will be paid to your school district through the Automated Clearing House (ACH) in the next available pay cycle. You will not receive a separate check for SAC/A Funding. This payment will be included in the normal school payment and direct deposited into the district's bank account. A Payment Summary Log will be mailed to your district prior to this payment, as well as notification from this office that your payment has been processed.

Upon verification of the completion of the district's deliverables (completed Final Program Report form),  
AND

Upon verification of completion of the district's proposed plan for all expenditures (completed Final Expenditure Report form), the final one-third (1/3) of the approved grant amount, or the amount of verifiable expenditures, whichever is the smaller amount, will be advanced. The proposed plan must be completed and all final report forms must be submitted no later than May 15, 2003.

- 2.6.1 Other than the payments and reimbursements on the pricing page, no other payments or reimbursements shall be made to the Public School District for any reason whatsoever.

## 2.7 Other Contractual Requirements:

- 2.7.1 Contract Period: The original contract period shall be as stated in the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the department for any contractual commitment in excess of the original contract period. DESE shall have the right, at its sole option, to renew the contract for (4) additional one-year periods, or any portion thereof. In the event DESE exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- a. Renewal Periods - If the option for renewal is exercised by DESE, the Public School District shall agree that the prices stated in the original contract shall not be increased in excess of the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
    - 1) If renewal prices are not provided then prices during renewal periods shall be the same as during the original contract period.
    - 2) DESE does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.
- 2.7.2 Termination: DESE reserves the right to terminate the contract at any time, for the convenience of the Department, without penalty or recourse, by giving written notice to the Public School District at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, the following shall apply:
- a. All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the Public School District pursuant to the terms of the contract shall, at the option of DESE, become the property of the Department. The Public School District shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by DESE pursuant to the contract prior to the effective date of termination.
  - b. As directed by the department, the Public School District shall either cancel all open commitments previously made per the contract or (without entering any new commitments) shall continue with execution of such open commitments.
    - 1) If the open commitments are cancelled, the department shall pay all costs (including penalties) resulting from the cancellation.
    - 2) If such commitments continue to be executed, the Public School District shall be entitled to be paid for the Public School District's services pursuant to the requirements of the contract, as if such cancellation had not occurred.
- 2.7.3 Property of Department: The Public School District shall agree and understand that all deliverables developed as a result of the contract, shall become the property of DESE with all rights and interests for present and future use as deemed appropriate by the department.
- a. The Public School District shall be responsible for obtaining copyrights as appropriate in the name of DESE as instructed and approved by the department. If approved, the Public School District shall be reimbursed the actual cost paid for obtaining any copyright and registration fee for a logo.
  - b. DESE shall have the full right to reproduce and/or use any products derived from the Public School District's work under the contract without payment of any royalties, fees, etc. except for those fees, royalties, etc. charged by a sub-contractor, provided that: (1) the sub-contract requires the payment of such royalties, fees, etc. and (2) the department agrees to pay the royalties, fees, etc. for continuous use of the product, prior to performance by the sub-contractor or use of the sub-contractor's property.

- c. The Public School District shall agree and understand that all discussions with the Public School District and all information gained by the Public School District as a result of the Public School District's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the department.
- d. The Public School District shall defend, indemnify and hold harmless DESE, including its officers, agents, employees and assigns, in all suits of law or in equity alleging patent, trademark or copyright infringement, defamation (libel and/or slander), violation of privacy rights, violation of the right of publicity, misappropriation of trade secrets or unfair competition concerning or arising from the Public School District's performance or products produced under the terms of the contract.

2.7.4 Public School District Liability: The Public School District shall be responsible for any and all injury or damage as a result of the Public School District's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition to the liability imposed upon the Public School District on account of personal injury, bodily injury (including death), or property damage suffered as a result of the Public School District's negligence, the Public School District assumes the obligation to save DESE, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The Public School District also agrees to hold DESE, including its employees, and assignees, harmless for any negligent act or omission committed by any sub-contractor or other person employed by or under the supervision of the Public School District under the terms of the contract.

- a. However, the Public School District shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by DESE, including its employees, and assignees.

2.7.5 Insurance: The Public School District shall understand and agree that DESE cannot save and hold harmless and/or indemnify the Public School District or employees against any liability incurred or arising as a result of any activity of the Public School District or any activity of the Public School District's employees related to the Public School District's performance under the contract. Therefore, the Public School District must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect DESE, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.

2.7.6 Public School District Status: The Public School District represents himself or herself to be an independent Public School District offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the Department. Therefore, the Public School District shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the department, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.7.7 Coordination: The Public School District shall fully coordinate all contract activities with those activities of the state agency. As the work of the Public School District progresses, advice and information on matters covered by the contract shall be made available by the Public School District to the department throughout the effective period of the contract.

2.7.8 Sub-contractor: Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Public School District and DESE and to ensure that the department is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the department and the Public School District. The Public School District shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The Public School District shall agree and understand that utilization of a sub-contractor to provide any of the products/services in the contract shall in no way relieve the Public School District of the responsibility for providing the products/services as

described and set forth herein. The Public School District must obtain acknowledgement from the department prior to establishing any new subcontracting arrangements and before changing any sub-contractor.

- 2.7.9 Substitution of Personnel: The Public School District agrees and understands that the department's agreement to the contract is predicated in part on the utilization of the specific individual(s) identified in the proposal. Therefore, the Public School District agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written approval of the department. The Public School District further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. DESE agrees that an approval of a substitution will not be unreasonably withheld.
- 2.7.10 Transition: Upon award of the contract, the Public School District shall work with the department and any other organizations designated by the department to insure an orderly transition of services and responsibilities under the contract and to insure the continuity of those services required by the department.
- a. Upon expiration, termination, or cancellation of the contract, the Public School District shall assist the department to insure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the department, if requested in writing. The Public School District shall provide and/or perform any or all of the following responsibilities:
- 1) The Public School District shall deliver, FOB destination, all records, documentation, etc., which were required to be produced under the terms of the contract.
  - 2) The Public School District shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed thirty (30) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.
  - 3) The Public School District shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the department, in order to insure the completion of such service prior to the expiration of the contract.

### **3. PROPOSAL SUBMISSION INFORMATION**

#### **3.1 Submission of Proposals:**

*Proposals must be received in the correct office of the Department of Elementary and Secondary Education located at 205 Jefferson Street, Jefferson City, MO 65101 by the TIME and DATE indicated or they will not be opened and evaluated. Applicants should note that proposals sent as First Class or Priority Mail to the PO Box indicated, may take 24 hours to transit from the PO Box to the appropriate office and should take this into account when mailing the proposal. It is recommended that proposals sent by overnight delivery service be sent to the 205 Jefferson Street address instead of the PO Box listing. Applicants should be aware that proposals sent by overnight delivery service, the day before proposals are due, may not arrive at the correct office by the date and time due. Applicants may hand deliver proposals to 205 Jefferson Street if they so choose.*

- 3.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING WEB SITE IS NOT AVAILABLE FOR THIS RFP.
- 3.1.2 When submitting a proposal, the applicant should include two (2) additional copies along with their original proposal for a total of three (3).

- 3.1.3 To facilitate the evaluation process, the applicant is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein.
- Using the **Application Template** at the end of this document, applicants should fill in the appropriate blanks and insert requested pages where indicated. The Application Template is located at the end of this document and is labeled as **(5. Application Template.)**
  - Each requested insertion page should be titled with the section title enclosed.
  - The signed page one from the original RFP should be placed at the beginning of the Application Template.**
  - On those pages indicated, no more than a single page may be submitted and the Font Style should be either Arial or Times New Roman and the Point size no smaller than 11 point.
  - The submitted application should be stapled in the upper left hand corner only and not bound in any other manner.
- 3.1.4 The applicant is cautioned that it is the applicant's sole responsibility to submit information related to the evaluation categories and that DESE is under no obligation to solicit such information if it is not included with the proposal. The applicant's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- 3.1.5 Applicant's Contacts: Applicants and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the contact person indicated on the first page of this RFP. Applicants and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Applicants and their agents who have questions regarding this matter should contact the contact person.

## **3.2 Evaluation and Award Process:**

- 3.2.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

Grant awards will be given to public education agencies **with priority given to** School Age Care/Afterschool programs that are:

- New School Age Care/Afterschool program;
- State licensed and/or School Age Accredited;
- **Actively** seeking license and/or accreditation;
- Expanding capacity to serve children in an existing School Age Care/Afterschool program;
- Operated year round, including the summer months, breaks, holidays (except legal holidays), inclement weather, teacher conferences, and other days when public schools might not be in session;
- Innovative, creative, and/or providing services beyond the traditional School Age Care/Afterschool program, (e.g., parent involvement, parent education; intergenerational and other programs);
- In an area with a high or low population; and,
- In an area with a high concentration of poverty.

Evaluation System: The following point system will be used to evaluate requests for funds:

- Section III (5 POINTS max)
- Section Iv (17 POINTS max)
- Section v (30 POINTS max)
- Section VI (5 POINTS max)
- Section VII (1 POINTS max)

- f. Section VIII – A (10 POINTS max)
- g. Section VIII – B (10 POINTS max)
- h. Section VIII – C (15 POINTS max)
- i. Section VIII – D (30 POINTS max)
- j. Section VIII –E (30 POINTS max)
- k. Section VIII – F (5 POINTS max)
- l. Section VIII – G (22 POINTS max)
- m. Section IX (20 POINTS max)

Total points to be earned: 200

**Please note that five (5) points will be deducted for failure to follow any application directions.**

#### **4. PRICING PAGE**

##### **4.1 Price for Service: (c/s code: 91874)**

The applicant shall state a firm, fixed price for services provided for the original contract period and a maximum price for services provided for each renewal option period, in accordance with the provisions and requirements of this RFP.

Use Section VIII Budget Information of the Application Template to request Year One funding. An applicant may apply for both State EDCCP and Federal CCDF funding. The first column in the Budget Information graph lists budget categories. The second column is where an applicant lists their total request for that budget category (both state and federal). The third category shows how much of the total request is to come from state and how much from federal.

If an applicant does not wish to apply for state funds for example, then they merely leave all state areas blank. At the bottom of each column is the grand total line. Remember, an applicant may not request more than a maximum of \$10,000 per funding source per site. A public school district cannot be awarded more than a maximum of \$20,000.00 per funding source.

##### **Salaries/Employee Benefits**

Applicants may not request more than half the total grant award in salaries/employee benefits and must show that all other program costs are covered to provide for a well-rounded program. There must be one adult staff member for every 16 youth enrolled.

##### **Travel**

##### **Accreditation Fees**

Refer to 2.2.1 for background information on Accreditation. Only \$300.00 may be requested to go toward either the MOA tracking fee or toward general NSACA accreditation fees. The \$300.00 tracking fee is due annually to MOA whether or not an applicant receives a renewal. MOA will send an invoice to request the payment.

##### **Materials and Supplies**

##### **Equipment**

##### **Education/Training, Memberships, Conference Fees**

Applicants may use grant funds to increase and enhance staff training and professional development. This includes training costs and conference fees as well as professional memberships in either MOSAC2, NSACA or MAACCE.

**NOTE: YOU MUST ATTACH A DETAILED ITEMIZED DESCRIPTION FOR EACH BUDGET CATEGORY YOU ARE REQUESTING FUNDS FOR (see examples below). (Failure to do so will result in the proposal being “ineligible” and will not be evaluated.)**

1) Unacceptable example: \$600 for conference registrations

Acceptable example: \$600 for 6 staff to attend “XYZ” conference at \$100 each

2) Unacceptable example: \$400 for arts and crafts

Acceptable example: \$150 for drawing paper

\$ 50 for glue and glitter

\$200 for assorted fabric

## 5. APPLICATION TEMPLATE

ATTACHMENT 2

## SECTION I - PROJECT INFORMATION

District Name	Site Name	County Code/District Code Number ____ - ____	County Name
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## PLEASE COMPLETE THE MAILING ADDRESS FOR THE DISTRICT SUPERINTENDENT

SUPERINTENDENT'S NAME	MAILING ADDRESS
CITY, STATE AND ZIP	TELEPHONE NUMBER (   )

## PLEASE COMPLETE THE MAILING ADDRESS FOR THE GRANT CONTACT PERSON (PERSON RESPONSIBLE FOR THE PROGRAM)

CONTACT PERSON'S NAME	TITLE
ORGANIZATION-ENTITY NAME (i.e. YMCA, DISTRICT, 4-H etc.)	MAILING ADDRESS
CITY, STATE, ZIP	TELEPHONE NUMBER (   )

## SECTION II – PROGRAM AND GRANT INFORMATION

CHECK ONE SERVICE IN WHICH GRANT FUNDS WILL BE USED.

\_\_\_\_\_ NEW SERVICES (implementing new program)  
 \_\_\_\_\_ EXISTING SERVICES (enhance or increase program)

## GRANT AMOUNT REQUESTED

STATE	
FEDERAL	
TOTAL	

## SECTION III – STATEMENT OF ASSURANCES

The Applicant hereby assures the Department of Elementary and Secondary Education that:

- A. The school district will maintain such records and provide such information as may be necessary for fiscal and program auditing and will provide the Department any information it may need to carry out its responsibilities under the grant.
- B. The school district will comply with state and federal guidelines for this grant.
- C. The school district will use funds received under this grant only to supplement the level of funds that in absence of this grant would have been available from other sources and not to supplant such funds.
- D. Failure to meet the requirements set forth by this grant will forfeit eligibility to receive grant award.

This district, through its authorized representative, fully understands the Assurances and the responsibility for compliance placed upon the organization by the Assurances. The district will refund directly to the Department any unused or misused funds. Any significant revision of the approved application will be requested by the grantee prior to the enactment of the change.

Signature (Individual responsible for Program)	Print Name	Title	Date
Signature (Superintendent or Authorized Rep.)	Print Name	Title	Date

## SECTION IV – PROGRAM PLANNING INFORMATION

- A. Will the program be located on the school site? ☐ Yes ☐ NO  
If not, why not and in what ways will school district be involved?
- B. Number of Children to be served based on ages  
(Current **PLUS** anticipated)      Grades K - 3 \_\_\_\_\_  
Grades 4 - 6 \_\_\_\_\_  
Grades 7 - 9 \_\_\_\_\_  
TOTAL: \_\_\_\_\_ \* (must match the total listed in Section V, A)
- C. Date services began or will begin?
- D. Time/Hours of operation on school days?  
Time/Hours of operation on non-school days?
- E. The Program will be in session during: (check all that apply)  
☐ Regular School Session      ☐ Summer Vacation /Date:  
☐ Breaks      ☐ Holidays  
☐ Weekends      ☐ Other (specify)
- F. Is the applicant willing to serve as a visitation site for others interested in beginning or improving school age care/afterschool program services? ☐ Yes ☐ No
- G. Is the program currently licensed? ☐ Yes ☐ No  
If yes, attach a copy of your state license or your license exempt letter from DOH.
- H. Is the program currently accredited? ☐ Yes ☐ No  
If yes, attach a copy of your current School Age Accreditation Certificate  
Which Accreditation Organization? (Check one)  
☐ Missouri Center for Accreditation      ☐ National School Age Care Alliance (NSACA)
- I. If not currently licensed or accredited, does the applicant intend to work toward:  
State License? ☐ Yes ☐ No  
School Age Accreditation? ☐ Yes ☐ No  
Which Accreditation Organization? (check one)  
☐ Missouri Center for Accreditation      ☐ National School Age Care Alliance (NSACA)
- J. Has this program site received a School Age Care Afterschool Program grant award before?  
☐ Yes ☐ NO  
If yes, which type?  
☐ State Extended Day Child Care Program  
Years ☐ 98-99    ☐ 99-00    ☐ 00-01    ☐ 01-02  
☐ Federal Child Care Development Fund  
Years ☐ 98-99    ☐ 99-00    ☐ 00-01    ☐ 01-02

**ATTACH COPY OF CURRENT  
STATE LICENSE OR LICENSE  
EXEMPT STATUS LETTER  
FROM DOH HERE**

**ATTACH A COPY OF YOUR  
CURRENT ACCREDITATION  
CERTIFICATE HERE**

**SECTION V – ENROLLMENT INFORMATION** (Information pertains to SAC program for which the grant is intended)

Complete either part A OR part B

**A. School Age Care Program Currently in Operation**

(DO NOT USE PERCENTAGES!)

Number of low-income children currently in care \_\_\_\_\_

Number of special-needs children currently in care \_\_\_\_\_

TOTAL number of ALL children currently being served \_\_\_\_\_

Anticipated number of ADDITIONAL children to be served by this grant \_\_\_\_\_

**B. New School Age Care Program** (attach a copy of survey, needs assessment documenting the need)

Estimated number of low-income children you expect to provide care for \_\_\_\_\_

Estimated number of special-needs children you expect to provide care for \_\_\_\_\_

Estimated TOTAL enrollment of all children to be served: \_\_\_\_\_

**SECTION VI – PROGRAM USE OF GRANT FUNDS**

CHECK ANY APPLICABLE ITEMS. (All items checked **MUST** be justified in the narrative Section VII C)

\_\_\_\_\_ Implement a new school age care/afterschool program

\_\_\_\_\_ Increase availability of school age care

\_\_\_\_\_ Enhance the quality of school age care/afterschool programs

\_\_\_\_\_ Assist in meeting licensing rules and/or School Age Care Accreditation

\_\_\_\_\_ Minor remodeling

\_\_\_\_\_ Purchase of equipment

\_\_\_\_\_ Program materials purchase

\_\_\_\_\_ Curriculum purchase or development/implementation

\_\_\_\_\_ Activities or purchases which will increase the over all quality of school age care/afterschool programs

\_\_\_\_\_ Other (specify)

**SECTION VII – PROGRAM INFORMATION (CONTRACTED OUTSIDE AGENCY**

A. If applicable, provide the name and address of the outside agency or organization (must be not-for-profit) that administers, or will administer the program.

NAME OF CONTACT:

ORGANIZATION/ENTITY:

ADDRESS:

CITY, STATE AND ZIP:

PHONE:

FAX:

EMAIL:

B. Attach a copy of the Letter of Agreement or contract between the district and the not-for-profit agency.

Insert Needs Assessment Here  
(Section V, B)

Attach Letter of Agreement or  
Contract here (from Section VII,  
B)

**SECTION VIII – PROGRAM NARRATIVE****A. DEFINE THE NEED**

Fully explain the specific need or interest in a new or expanded/enhanced School Age Care/Afterschool Program in your geographic area. Describe how this grant award will improve the quality and /or increase the availability of School Age Care/Afterschool programs. All information must be confined to a single page and the font size may not be smaller than Point 11.

**SECTION VIII – PROGRAM NARRATIVE****B. COLLABORATIVE EFFORTS**

What process was used to decide there was a need? List all collaborative efforts used in planning and implementing this program. Fully explain how collaborative efforts will enhance the quality of the program. All information must be confined to a single page and the font size may not be smaller than Point 11.

**SECTION VIII – PROGRAM NARRATIVE****C. PROGRAM GOALS AND OBJECTIVES**

Present a concise statement describing the intended purpose, goals and objectives of the new or increased program. Briefly state how the grant funds will be used to meet these goals and objectives. All information must be confined to a single page and the font size may not be smaller than Point 11.

**SECTION VIII – PROGRAM NARRATIVE****D. IMPLEMENTING THE PLAN**

Describe how the program will be implemented and include a timeline. Give special attention to community and parent involvement, publicity and recruitment. Provide a sample schedule of the daily routine and activity choices for children. Demonstrate timeline and evaluation for on-going staff training and professional development. Show how this increases and/or enhances care and availability. All information must be confined to no more than 2 pages and the font size may not be smaller than Point 11.

**SECTION VIII – PROGRAM NARRATIVE****E. LONG RANGE PLANS AND EVALUATION**

Describe how the program will be funded beyond the grant award period. Indicate long-range plans for fiscal viability including specific sources of funds. Please list fee schedule and scholarship guidelines. Describe how the program will be evaluated to ensure high quality. All information must be confined to a single page and the font size may not be smaller than Point 11.

**SECTION VIII – PROGRAM NARRATIVE****F. PLANNED FACILITIES**

Describe the proposed or existing program site, including dimensions, available equipment, where the program is located in the building, and all other rooms accessed. All information must be confined to a single page and the font size may not be smaller than Point 11.

**SECTION VIII- PROGRAM NARRATIVE****G. SCHOOL AGE CARE STAFF**

1. Use the space below to list current or proposed positions\*, the minimum educational background required and school age care/afterschool experience required of staff. (You may add pages if staff is large enough). Include the program administrator. (For new programs, these positions may be unfilled but still list the requirement for the job. (\*For every 16 children, you must have one full time staff member).
2. Attach a **ONE PAGE** resume for program administrator site director **ONLY**.

NAME OF STAFF	WORKS DIRECTLY WITH CHILDREN?
JOB TITLE	SPECIAL SKILLS, CREDENTIALS, ETC STAFF MEMBER POSSESSES
EDUCATION BACKGROUND	
# OF YEARS EXPERIENCE IN SCHOOL AGE	

NAME OF STAFF	WORKS DIRECTLY WITH CHILDREN?
JOB TITLE	SPECIAL SKILLS, CREDENTIALS, ETC STAFF MEMBER POSSESSES
EDUCATION BACKGROUND	
# OF YEARS EXPERIENCE IN SCHOOL AGE	

NAME OF STAFF	WORKS DIRECTLY WITH CHILDREN?
JOB TITLE	SPECIAL SKILLS, CREDENTIALS, ETC STAFF MEMBER POSSESSES
EDUCATION BACKGROUND	
# OF YEARS EXPERIENCE IN SCHOOL AGE	

NAME OF STAFF	WORKS DIRECTLY WITH CHILDREN?
JOB TITLE	SPECIAL SKILLS, CREDENTIALS, ETC STAFF MEMBER POSSESSES
EDUCATION BACKGROUND	
# OF YEARS EXPERIENCE IN SCHOOL AGE	

NAME OF STAFF	WORKS DIRECTLY WITH CHILDREN?
JOB TITLE	SPECIAL SKILLS, CREDENTIALS, ETC STAFF MEMBER POSSESSES
EDUCATION BACKGROUND	
# OF YEARS EXPERIENCE IN SCHOOL AGE	

Attach one page resume here

## SECTION IX – BUDGET INFORMATION

## A. YEAR ONE REQUEST

## INSTRUCTIONS:

1. All figures **MUST** be rounded to the nearest dollar. Make certain all figures and calculations are correct.
2. Local match (dollar for dollar) is required for the state portion of funds only.
3. In-kind donations must be stated in dollar amount separate from local money that will be targeted exclusively for the project.
4. Funding for a School Age Care/Afterschool (SAC/A) grant is limited to one full award per funding source, per funding year, per School Age Care/Afterschool site/school building. Funding up to, but not exceeding \$20,000 per site or \$40,000 per district for multiple sites may be awarded with the following MIN/MAX requirement per funding source:  
CCDF: \$10,000.00 per site, \$20,000.00 per district  
EDCCP \$10,000.00 per site, \$20,000.00 per district
5. No more than \$300 may be requested for accreditation fees no matter which school age accreditation organization is being pursued.

BUDGET CATEGORY	Dollars Requested	Funding Source requested from and amount	Matching requirements for State requests	In-kind for state requests
Salaries	\$	FED: \$		
		STATE: \$ No state funds	\$	
Employee Benefits	\$	FED: \$		
		STATE: \$ No state funds	\$	
Travel (in state for approved conferences) (includes meals, mileage, lodging but not conference fees)	\$	FED: \$		
		STATE: \$ No state funds	\$	
Accreditation Fees (For MOA, this is an annual tracking fee which is required)	\$ 300.00	FED: \$		
		STATE: \$ No state funds	\$	
Materials and Supplies	\$	FED: \$		
		STATE: \$ No state funds	\$	\$
Equipment	\$	FED: \$		
		STATE: \$ No state funds	\$	\$
Education/Training, Memberships, Conferences	\$	FED: \$		
		STATE: \$ No state funds	\$	\$
<b>4.2 TOTAL</b>	\$ (May not total more than 20,000)	FED: \$		
		(May not total more than 20,000) STATE: \$ No state funds	\$	\$

**INSERT ITEMIZED LISTING OF  
BUDGET ITEMS HERE**

**STATE OF MISSOURI  
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT  
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL**

**1. TERMINOLOGY/DEFINITIONS**

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Applicant** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Public School District** means a person or organization who is a successful applicant as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the applicant to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential applicants for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a proposal being considered non-responsive.
- m. **Pricing Page(s)** applies to the form(s) on which the applicant must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the applicant with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

**2. APPLICABLE LAWS AND REGULATIONS**

- a. The contract shall be construed according to the laws of the State of Missouri. The Public School District shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the Public School District and the DPMM.
- c. The Public School District must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The Public School District must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.

**3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT**

- a. It shall be the applicant's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from applicants regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the applicant to another contact. Such communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the applicant receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all applicants will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, applicants are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Applicants are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among applicants, price-fixing by applicants, or any other anti-competitive conduct by applicants which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the state's On-Line Bidding web site. Registered vendors are electronically notified or mailed the RFP based on the information maintained in the State of Missouri's vendor database. If any portion of the address is incorrect, the applicant must notify the buyer in writing or update the address themselves on the state's On-Line Bidding web site.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance.

**4. PREPARATION OF PROPOSALS**

- a. Applicants **must** examine the entire RFP carefully. Failure to do so shall be at applicant's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.

- c. Unless otherwise specifically stated in the RFP, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The applicant may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the applicant shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the applicant is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a applicant may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the applicant, if such applicant is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such applicant needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Prices offered shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified contract period.

## **5. SUBMISSION OF PROPOSALS**

- a. Proposals may be submitted either electronically through the State of Missouri's On-Line Bidding web site or a hard copy delivered to the DPMM offices. All proposals must (1) be submitted by a duly authorized representative of the applicant's organization, (2) contain all information required by the RFP, and (3) be priced as required. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the applicant or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the applicant or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. When submitting a proposal electronically, the applicant indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Applicants delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the applicant of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the applicant's full compliance with those documents is indicated elsewhere within the applicant's response.

## **6. PROPOSAL OPENING**

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the applicants shall be read at the proposal opening and posted on the state's On-Line Bidding web site. The contents of the proposals shall not be disclosed at this time.
- b. It is the applicant's responsibility to ensure that the proposal is received by DPMM by the official opening date and time.
- c. Proposals which are not received by the DPMM prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

## **7. PREFERENCES**

- a. In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Public School Districts should apply the same preferences in selecting sub-contractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the state of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 98-21, Public School Districts are encouraged and may be required per the RFP to utilize certified minority and women-owned businesses in selecting sub-contractors.

## **8. EVALUATION/AWARD**

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the applicant and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an applicant shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. Unless otherwise stated in the RFP, cash discounts for prompt payment of invoices shall not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
- d. Awards shall be made to the applicant whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the applicant, and all other evaluation criteria specified in the RFP and any subsequent negotiations.
- e. In the event all applicants fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all applicants and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from an applicant, from applicant's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.

- i. Negotiations may be conducted with those applicants who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing applicants.
- j. Any award of a contract shall be made by notification from the DPMM to the successful applicant. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding web site for a reasonable period after proposal award and maintains images of all proposal file material for review. Applicants who include an email address with their proposal will be notified of the award results via email.
- m. The DPMM reserves the right to request clarification of any portion of the applicant's response in order to verify the intent of the applicant. The applicant is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).

## **9. CONTRACT/PURCHASE ORDER**

- a. By submitting a proposal, the applicant agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the Public School District's proposal including the Public School District's BAFO, and (4) DPMM's acceptance of the proposal by "notice of award" or by "purchase order."
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Public School District must receive a properly authorized purchase order.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Public School District and the DPMM or by a modified purchase order prior to the effective date of such modification. The Public School District expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

## **10. INVOICING AND PAYMENT**

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The Public School District shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears. The State of Missouri shall not make any advance deposits.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the State's rejection and shall be returned at the Public School District's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.

## **11. DELIVERY**

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

## **12. INSPECTION AND ACCEPTANCE**

- a. No equipment, supplies, and/or services received by an agency of the State pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Public School District upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the Public School District's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the State may have.

## **13. WARRANTY**

- a. The Public School District expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the State's acceptance of or payment for said equipment, supplies, and/or services.

## **14. CONFLICT OF INTEREST**

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The Public School District hereby covenants that at the time of the submission of the proposal the Public School District has no other contractual relationships which would create any actual or perceived conflict of interest. The Public School District further agrees that during the term of the contract neither the Public School District nor any of its employees shall acquire any other contractual relationships which create such a conflict.

## **15. REMEDIES AND RIGHTS**

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the Public School District's default or breach of contract.
- b. The Public School District agrees and understands that the contract shall constitute an assignment by the Public School District to the State of Missouri of all rights, title and interest in and to all causes of action that the Public School District may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the Public School District in the fulfillment of the contract with the State of Missouri.

## **16. CANCELLATION OF CONTRACT**

- a. In the event of material breach of the contractual obligations by the Public School District, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the Public School District an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the Public School District must provide DPMM within 10 working days from notification a written plan detailing how the Public School District intends to cure the breach.
- b. If the Public School District fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the Public School District for any additional costs incurred thereby.
- d. The Public School District understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the State for any period in which funds have not been appropriated, and the State shall not be liable for any costs associated with termination caused by lack of appropriations.

## **17. COMMUNICATIONS AND NOTICES**

Any notice to the Public School District shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the Public School District.

## **18. BANKRUPTCY OR INSOLVENCY**

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Public School District, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Public School District must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Public School District responsible for damages.

## **19. INVENTIONS, PATENTS AND COPYRIGHTS**

The Public School District shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Public School District's performance or products produced under the terms of the contract.

## **20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the Public School District and all sub-contractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the Public School District or sub-contractor employs at least 50 persons, they shall have and maintain an affirmative action program, which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a Public School District is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the Public School District is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

## **21. AMERICANS WITH DISABILITIES ACT**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the Public School District and all sub-contractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

## **22. TITLES**

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

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